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MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURTIN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISIONGENERAL ELECTRIC COMPANY,
(f/d/b/a GE APPLIANCES DIVISION), a New
York Corporation,

Plaintiff,

v.

GUINEY DELIVERY SERVICE, INC., an Illinois
Corporation,

Defendant.

08CV1618

JUDGE MAROVICH

MAG. JUDGE KEYS

COMPLAINT

Plaintiff, General Electric Company f/d/b/a GE Appliances Division ("GE"), by its attorneys, DiMonte & Lizak, LLC, complains of Defendant, GUINEY DELIVERY SERVICE, INC. ("GUINEY"), and respectfully states as follows:

Jurisdiction and Venue

1. This Court has subject matter jurisdiction pursuant to 28 USC §1331. This matter is governed by the Carmack Amendment, 49 USC §14706, et. seq., because Guiney is an interstate carrier.
2. This Court also has subject matter jurisdiction pursuant to 28 USC §1332. GE is a New York corporation with its principal place of business located in Connecticut. Guiney is an Illinois corporation with its principal place of business located in Illinois.
3. This Court has personal jurisdiction over Guiney pursuant to 735 ILCS §5/2-209(a)(7). Guiney regularly conducts business in the County of Cook, State of Illinois.
4. Venue is proper in this judicial district under 28 USCA §1391(a). Guiney maintains an office in Arlington Heights, County of Cook, State of Illinois.

Parties

5. GE is a New York corporation and duly authorized to conduct business in the County

of Cook, State of Illinois.

6. Guiney is an Illinois corporation conducting business in the County of Cook, State of Illinois.

Allegations of Fact

7. On or about June 15, 2005, GE and Guiney entered into a Product Home Delivery Agreement ("Delivery Agreement"), whereby Guiney agreed to transport and deliver GE appliances to various destinations within the state of Florida. A copy of the Delivery Agreement is attached hereto and incorporated herein as Exhibit A.

8. Between October of 2005 and January of 2006, GE shipped various appliances to Guiney, and Guiney transported the various GE appliances to locations within the state of Florida.

9. Pursuant to the Delivery Agreement, Guiney is required to "perform all administrative and record keeping tasks associated with and necessary to the Home Delivery Services and the possession, identification, and tracking of the products." *See* Exhibit A, Paragraph 1(a)(3).

10. In addition, the Delivery Agreement mandates that Guiney "shall indemnify and hold harmless GE. . . from and against any and all liabilities, losses, claims, demands, costs, damages and expenses (including without limitation reasonable attorneys' fees) of whatever nature (i.e. personal injury or death, property damage or loss) resulting from, caused by, arising out of, extending to, connected with, relating to, or going out of the performance of this Agreement by [Guiney]." *See* Exhibit A, Paragraph 19.

11. Between November of 2005 and May of 2007, numerous GE customers notified GE that the appliances transported by Guiney were not delivered.

12. GE timely submitted notices for claims for the lost or missing appliances to Guiney. A copy of Guiney's Statement of Account is attached hereto and incorporated herein as Exhibit B.

13. The total amount of claims submitted by GE to Guiney is \$180,059.40.

14. Guiney has failed to reimburse GE for any of the claims.

15. GE is currently withholding \$80,000.00 due Guiney under the Delivery Agreement as a result of Guiney's failure to reimburse GE for the missing/undelivered appliances.

16. After applying a credit of \$80,000.00 (the amount GE is withholding from Guiney), the total amount due GE for the lost or missing appliances is \$100,059.40.

WHEREFORE, Plaintiff, General Electric Company (f/d/b/a GE Appliances Division), demands judgment in its favor and against Defendant, Guiney Delivery Service, Inc., in the amount of ONE HUNDRED THOUSAND FIFTY NINE DOLLARS AND 40/100 (\$100,059.40) and any further relief this Court deems just.

Respectfully submitted,

General Electric Company
(f/d/b/a GE Appliances Division)


By: Liza B. Balistreri, one of its attorneys

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Exhibit A

26

PRODUCT HOME DELIVERY AGREEMENT

This Product Home Delivery Agreement (the "Agreement") is made and entered into as of June 15, 2005, by and between the General Electric Company ("GE"), a New York corporation, acting through its GE Consumer & Industrial business component located at Appliance Park, Louisville, Kentucky 40225 ("GE"), and Guiney Delivery Services, Inc., located at 4102 Bulls Bay Highway Jacksonville, FL 32219 ("Vendor").

WHEREAS, GE desires the timely and careful delivery of appliances and other goods on behalf of GE (the "Products"), which includes the unloading, handling, staging, conveyance by truck, delivery, unpacking, setting into place, installing, haul away, reloading, packing, return and storage (collectively, to "Home Delivery" or the "Home Delivery Services", as applicable) of the Products; and

WHEREAS, Vendor has indicated a desire to perform the Home Delivery Services for GE in accordance with GE's requirements and specifications.

NOW, THEREFORE, in consideration of the mutual covenants and promises of GE and Vendor, and other good and valuable consideration, the parties agree as follows:

1. Home Delivery Services and Exclusivity.

(a) The amount of Products for which Home Delivery Services shall be provided hereunder shall be in the sole discretion of GE. Vendor agrees to:

(1) Deliver the Products for GE into occupied living units and stores at specified addresses located within the geographic area delineated on Attachment 1 hereto, which is incorporated herein by reference,

(2) Install the Products for GE into occupied living units and stores at specified addresses located within the geographic area delineated on Attachment 1.

(3) Perform all administrative and record-keeping tasks associated with and necessary to the Home Delivery Services and the possession, identification, and tracking of the Products, and

(4) Maintain a complete record of the Products for which Vendor provided Home Delivery Services (including model and serial number, name and address of purchaser, and date of Home Delivery Services), furnish such data to GE upon request, free of charge, in order to facilitate the locating of Products in

the possession of users and permit GE to audit such records during normal Vendor business hours at a time scheduled with Vendor.

(b) In view of the substantial management and other expertise GE will be providing Vendor (including the GE Product Delivery System as hereinafter defined) regarding the home delivery process and to facilitate Vendor effectively providing high quality, focused Home Delivery Services for the Products, Vendor agrees except as provided in Attachment 2 that, during the term of this Agreement, Vendor will only deliver and/or install major appliance products in homes or other residences on behalf of GE. For purposes of this provision, "major appliance products" are defined as refrigerators, freezers, clothes washers and dryers, cooking products, dishwashers, air conditioners, water softeners, water filtration products and water heaters.

2. Facility. Vendor shall provide a safe, clean and dry facility and shall employ such Product handling and storage practices as will ensure that the Products in Vendor's possession will not be lost, stolen, damaged or otherwise have their value diminished. Vendor shall also provide security and fire systems adequate for the protection of the Products while in the possession of the Vendor at the facility. Recommended dock space and parking lot requirements are provided on Attachment 1 hereto, which is incorporated herein by reference.

3. Delivery Trucks and Cellular Phone.

(a) (1) Vendor agrees to provide delivery trucks which are to be used principally for providing Home Delivery Services for GE Products and GE designated non-GE products (the "GE Trucks"). GE Trucks must have lift-gates or ramps in proper working condition and must be in clean, like new condition. Vendor agrees to use GE Trucks for all Home Delivery Services involving GE Products and other approved non-GE products.

(2) The color scheme and all logos, insignia, etc., appearing on GE Trucks shall be in accordance with designs approved in advance by GE. To the extent such GE Trucks shall bear trademarks or logos of GE such use shall be governed by the provisions of Section 4 of this Agreement.

(X) If checked, Section 3(a)(3) below shall be applicable in this Agreement.

(3) GE may, in its discretion and at any time during the Term of this Agreement, require Vendor to apply to the GE Trucks GE logo decals and other identifying marks which GE will provide to the Vendor at no charge. It is and will be Vendor's responsibility and expense to have the GE Trucks painted white, if necessary.

(b) Vendor shall provide, at its own expense, cellular phones and/or radio dispatch equipment in each GE Truck to provide customer notification calls in advance of delivery as provided in Section 8(b) of this Agreement.

4. Trademark License Provisions

(a) GE owns the trademarks "g" and "GE" in block letters (hereinafter called the LICENSED TRADEMARKS); GE has registrations thereon throughout the world; and GE has established detailed guidelines for use of such trademarks.

(b) GE hereby grants Vendor the non-exclusive right and license to use the LICENSED TRADEMARKS on GE Trucks, provided that such use of the LICENSED TRADEMARKS is in full accordance with the designs, specifications and standards set forth from time to time in writing by GE, and provided that the type, design and quality of the appearance of the GE Trucks are approved in writing by GE prior to use thereof by Vendor. An illustrative example of a design approved for the use contemplated by this Agreement is attached hereto as Attachment 3.

(c) (1) Vendor undertakes and agrees to use the LICENSED TRADEMARKS only on GE Trucks in strict accordance with the provisions of Section 4(b) of this Agreement. Vendor will not display the LICENSED TRADEMARKS on the GE Trucks in any manner which is not in accordance with said provisions.

(2) Vendor agrees to furnish GE from time to time as requested, an opportunity to inspect the GE Trucks to which it affixes the LICENSED TRADEMARKS. If, at any time, GE Trucks bearing the LICENSED TRADEMARKS shall, in the sole opinion of GE, fail to conform to the standards of appearance set by GE, Vendor shall, at its own cost, promptly bring such appearance into conformance or remove the LICENSED TRADEMARKS from such non-conforming GE Trucks.

(3) Vendor shall fully indemnify and hold harmless GE against any and all claims, losses, damages, expenses or liability arising out of Vendor's use of GE Trucks bearing the LICENSED TRADEMARKS.

(4) Vendor will use the LICENSED TRADEMARKS exclusively on GE Trucks. Vendor shall not use the LICENSED TRADEMARKS on any other entity including but not limited to buildings, real estate, letterheads, business cards, contracts or other business documents without GE's prior written consent. GE Trucks shall always prominently identify Vendor as the owner or operator of the trucks.

(d) (1) Vendor is authorized to use the LICENSED TRADEMARKS, only on GE Trucks, which as set forth in Section 3 of this Agreement are to be used principally for providing transportation services to GE or its designees. In no event, shall Vendor use the LICENSED TRADEMARKS as part of a trade name or authorize others to do so.

(2) Vendor agrees to comply with rules set forth from time to time by GE with respect to the appearance and manner of use of the LICENSED TRADEMARKS. Any form of use of the LICENSED TRADEMARKS not specifically provided for by such rules shall be adopted by Vendor only upon prior approval in writing by GE.

(e) (1) Vendor admits the validity of the LICENSED TRADEMARKS and agrees that any and all rights that might be acquired by the use of the LICENSED TRADEMARKS by Vendor shall inure to the sole benefit of GE.

(2) Vendor further agrees not to use or register in any country any trademarks resembling or confusingly similar to the LICENSED TRADEMARKS. Whenever the attention of Vendor is called by GE to any such confusion or risk of confusion, Vendor agrees to take appropriate steps immediately to remedy or avoid such confusion or risk of confusion. Nothing herein contained, however shall be construed as prohibiting or limiting Vendor from adopting or using any other designations or trademarks in relation to its transportation services business.

(f) (1) The license to use the GE LICENSED TRADEMARKS granted herein may be terminated at any time for any reason or no reason at the complete discretion of GE upon written notice to Vendor. Unless terminated prior thereto, said license shall expire on termination or expiration of this Agreement.

(2) Upon termination or expiration of this license to use the GE LICENSED TRADEMARKS, Vendor shall immediately halt use of any GE Trucks bearing the LICENSED TRADEMARKS and shall promptly remove the LICENSED TRADEMARKS from all such GE Trucks, which removal shall be completed within thirty (30) days following such termination or expiration, in which event, GE shall reimburse Vendor for all reasonable expenses incurred by Vendor in such removal of the LICENSED TRADEMARKS from the GE Trucks and restoration of such trucks to a plain white condition.

(3) The following provisions of Section 4 of this Agreement shall survive any termination of Vendor's licenses and rights hereunder: (c)(3), (e)(1), (e)(2), (f)(2) and (f)(3).

(g) The license to use the GE LICENSED TRADEMARKS may not be assigned or otherwise transferred by Vendor without the prior written consent of

GE, and any attempted assignment or transfer without such consent shall be null and void.

5. GE Proprietary Product Delivery Systems.

(a) GE is the owner of a unique proprietary product delivery and delivery management system, for scheduling and tracking the delivery of Products to homes or other destinations (the "GE Product Delivery System" or the "System"). The GE Product Delivery System is a method or process implemented with hardware and software, including, but not limited to, pen-based electronic scanners which are uniquely programmed to facilitate implementation of the System ("Scanners"). The use of the Scanner is described in a Scanner User Manual in the Compact Disc ("CD"). The Scanner, CD and any other information about the GE Product Delivery System or the hardware or software used in implementing the System, is considered by GE to be confidential and proprietary.

(b) GE shall provide, at no cost to Vendor, a Scanner(s), a numbered copy of the CD to enable Vendor to provide Home Delivery Services using the System.

(c) Vendor acknowledges and agrees that the System, including without limitation the Scanner and the CD is the proprietary property of GE. Vendor agrees: to use the Scanner(s) only in accordance with the CD; to not reproduce the CD or any portion thereof without the prior written approval of GE; to treat all information about the System, including but not limited to the information in the CD and any other descriptive information GE may provide or Vendor may learn about the System, as Confidential Information in accordance with Section 14 of this Agreement; and to only use the Scanner(s), CD and other Confidential Information and the System for the purpose of providing Home Delivery Services to GE pursuant to this Agreement.

(d) Vendor, by signature of its authorized agent hereto, acknowledges receipt of the CD.

(e) Vendor agrees to return the Scanner(s) and the CD (and any authorized copies thereof) at any time at the written request of GE or upon termination or expiration of this Agreement. Any loss or damage to the Scanner(s) shall be the responsibility of Vendor.

6. Delivery Equipment. Recommended delivery equipment is specified on Attachment 1 hereto. GE may examine, at any time and at its option before or after this Agreement is entered into, the equipment Vendor will use in the performance of this Agreement. Vendor shall maintain the equipment, in the same or a substantially similar condition, as the equipment appeared upon the start of performance of this Agreement.

7. Tools and Equipment. Vendor shall provide and maintain the tools and delivery equipment as specified on Attachment 1 hereto.

8. Office Equipment and Computer Equipment. Vendor shall have at its facility a dedicated phone line, Internet access capability, dedicated fax line and fax machine, which meets the specifications outlined in Attachment 4.A, hereto (the "Office Equipment") at all times during the Term of this Agreement. GE shall provide to Vendor, at GE's cost, a personal computer with a high-speed modem, a monitor and a printer as listed in Attachment 4.B, hereto ("Computer Equipment"). Vendor shall at all times be responsible for the maintenance and upkeep of the Office Equipment and the Computer Equipment and any loss of or damage to the Office Equipment and the Computer Equipment shall be the responsibility of the Vendor.

9. Delivery and Installation and Handling Guidelines.

(a) Product Installation. All Home Delivery Services shall be performed in accordance with the procedures to be provided by GE from time to time and as demonstrated in the Installation Procedures Video Cassette, a copy of which is delivered to Vendor with a copy of this Agreement. Vendor acknowledges receipt of the Video Cassette and the procedures by execution of this Agreement.

(b) Parts and Accessories. Vendor shall carry and maintain on the GE Trucks a reasonable inventory as specified by GE from time to time, of GE brand parts and accessories. When providing Home Delivery Services identified by service codes M931, M932, M933, M934, M935, M936, M937, M938 and M939, Vendor shall use only GE brand parts purchased directly from GE Consumer and Industrial. Vendor also shall purchase an initial supply of GE brand parts, and shall maintain an inventory of at least 2 weeks supply of such parts on hand. GE recommends ordering 6 weeks up-front for the initial supply. If Vendor fails to maintain a supply of 2 weeks of parts on hand, GE may ship to Vendor a sufficient number of such parts for the maintenance of such supply. When Home Delivery Services under these service codes are performed by Vendor, GE shall pay Vendor for the provided GE-brand parts, plus a \$0.50 handling fee, in accordance with the fee schedule attached hereto as Attachment 5a. GE may bill Vendor back for the cost of such parts, in accordance with attached fee schedule, in the event Vendor provides such services without using GE brand parts purchased directly from GE Consumer and Industrial.

(c) Uniforms. Vendor shall provide, at its own expense, a GE approved uniform for all delivery and warehouse personnel associated with the Home Delivery Services for the Products. All uniforms must be approved by GE in writing prior to use. Uniforms will be clean, pressed and properly sized. Shirts will be worn tucked inside pants with a belt to keep the pants above the waist. The only acceptable hats will be those issued or approved by GE. It is the responsibility of the Vendor's management to inspect and ensure compliance prior to tendering a load to a delivery agent each morning.

(d) Customer Notice. Vendor shall notify customers at least 24 hours prior to delivery to provide an estimated delivery time within a 4-hour time window. Vendor shall also notify customers by cellular phone and/or radio dispatch equipment 30 minutes in advance of anticipated arrival time for deliveries of Products.

(e) Product Handling. Vendor shall comply with the following Product handling techniques and routines:

- i. Absolutely no fork lift (blades) equipment shall be used.
- ii. Hand trucks must be in good condition and padded to avoid causing damage to the Products.
- iii. Squeeze clamp trucks and basaltoid equipment should be used in moving Products.
- iv. Drop cloths, padding blankets or similar protection should be available and used on all GE Trucks to avoid damaging unpacked Products. To Deliver Products into occupied living units, Vendor agrees to use drop cloths or similar protection to avoid damaging the floors.
- v. Vendor agrees to adhere to and follow all procedures outlined in Section 9 hereof for damaged Products.

(f) Completed Installation. After completing the Delivery Installation Services and before leaving the site of the performance of the Delivery and Installation Services, the Vendor will provide to the customer, service contract literature and a GE supplied factory service information label, and will obtain the signature of the customer or the site supervisor, as applicable.

(g) Hours of Operation. Vendor's facility shall be open at a minimum from 8:00 A.M. to 5:00 P.M., Monday through Saturday, excluding holidays recognized as Scheduled Delivery Services holidays, and Vendor shall remain open and operational during the lunch hour to facilitate all Home Delivery Services. Vendor shall provide Home Delivery Services Monday through

Saturday. A Vendor representative will be available by phone and able to answer all delivery-related question anytime Vendor has a delivery vehicle on the road conducting Home Delivery Services.

(h) Inventory. Vendor agrees to warehouse reserve stock inventory as mutually agreed to from time to time by Vendor and GE, for which GE shall pay storage charges as outlined in Attachment 5 hereto, which is incorporated herein by reference.

(i) Inspections. GE may examine, at any time and at its option, any of the Products for which Home Delivery Services have been provided hereunder, the Computer Equipment, the scanner, the Vendor's facilities, the Home Delivery Services practices and procedures in use, and the equipment involved in the performance of this Agreement.

10. Preparing Used or Damaged Products and Haul-Away Products.

(a) Vendor shall follow the procedure outlined below when handling used or damaged Products and haul-away product.

(b) Prior to transport of damaged or used Products (excluding haul-away products) to an As Is Depot, Vendor shall label all used or damaged Products as follows:

(1) Approximately 1/4 inch of the top right corner of the serial number plate must be removed from all damaged or used Products.

(2) All appearance damaged Products must be conspicuously marked "Appearance Damage." A stamp pad or self-adhesive stickers will be used to mark the appliance.

(3) All service exchanged, management exchanges, educational institution replacement Products and all other used Products must be conspicuously marked "Used" in one-inch letters on the back of the appliance, or a self-adhesive sticker noting that the unit has been used must be attached to the back of the appliance.

(c) The warranty page of the use and care booklet for all such Products must be marked "Void," removed and replaced by a copy of the Limited Functional Operable Warranty (Attachment 6).

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ON ATTACHMENT 6, GE MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY OF THE PRODUCTS (AND SPECIFICALLY DISCLAIMING

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

(d) All Products that are not shipped to an As Is Depot and all haul-away products must be scrapped. The serial plate must be removed from all scrap Products and all haul-away products prior to disposition. The serial plate and audit copy of the return authorization must be attached to a NO CREDIT SCRAP FORM (Attachment 7) and mailed to Post Sales at 307 North Hurstbourne Parkway, Louisville, Kentucky, for record retention. All Products and all haul-away products to be scrapped must be made completely inoperable, all CFCs and other hazardous material must be removed, the compressor must be removed and oil therein drained, and the unit shall be disposed of lawfully through proper channels such as a shredder.

In disposing of Products and all haul-away products, Vendor shall comply with all applicable federal, state and local environmental, landfill, waste management and similar laws, rules and regulations.

11. Fees. GE shall pay Vendor for the full performance of the services to be rendered hereunder in accordance with the fee schedule attached hereto as Attachment 5. Vendor shall be paid for services by means of the GE auto-pay system ("Auto-Pay"). Payment for services on return authorizations through Auto-Pay includes pick up, handling, and delivery of used, damaged, or uncrated Products to a specified As Is Depot located within the geographic area delineated on Attachment 1. Services rendered for orders delivered to the same customer at the same address on the same day will be summed together for payment and paid in accordance with such summary. Vendor shall have a period of sixty (60) days from the date a payment is made within which to file with GE written exceptions ("Exceptions") to that payment. Failure to submit to GE any Exceptions to a payment within the sixty (60) day period shall result in that payment being deemed final and incontrovertible.

12. Term and Termination.

(a) The Initial Term of this Agreement shall be 3 year(s) from the effective date of this Agreement (the "Term"), unless terminated sooner as hereinafter provided. This Agreement may be renewed thereafter by a writing signed by both parties, but nothing shall be construed to obligate either party to agree to any such renewal.

(b) Either party may terminate this Agreement, with or without cause, prior to the end of the Initial Term upon giving sixty (60) days prior written notice to the other party. Neither party shall then have any further liability of any kind to the other party except that termination hereunder shall not affect the rights or obligations of either party that may have accrued prior to such termination.

(c) Notwithstanding the foregoing, either party shall have the continuing right to terminate this Agreement immediately upon written notice to the other party and without any further liability by either party except for rights or obligations of either party that may have accrued prior to such termination, upon the occurrence of any of the following:

(i) A party's failure to perform its obligations hereunder, or the other party's default hereunder involves fraud or criminal wrongdoing;

(ii) A party (A) is not paying, or is unable to, or admits in writing its inability to, pay its debts as such debts become due, (B) makes an assignment for the benefit of creditors of a substantial part of its assets, or petitions or applies to any tribunal for the appointment of a custodian, receiver or trustee for it, (C) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, (D) has any such petition or application filed or any such proceeding commenced against it in which an adjudication or appointment is made or order for relief is entered, or which petition, application or proceeding remains not dismissed for a period of 30 days or more, (E) by any act or omission, indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or appointment of a custodian, receiver or trustee for all or any substantial part of its property, or (F) suffers any such custodianship, receivership or trusteeship to continue not discharged for a period of 30 days or more; or

(iii) A party has entered against it a final, non-appealable judgment by a court of competent jurisdiction in an amount then exceeding its net worth.

(d) Upon termination or expiration of this Agreement, the Vendor shall turn over to GE all equipment furnished to Vendor by GE hereunder, the Computer Equipment, all warehoused Products, all records and other papers or documents containing information relating to GE's business, and such supplies and other articles as may have been provided to the Vendor for the purpose of discharging its obligations hereunder. Receipt by GE of such equipment, the Computer Equipment, Products and materials shall be a condition precedent to GE's obligation to make final payment of any moneys due to the Vendor hereunder.

13. Inventory. Vendor agrees to utilize the GE inventory control processes, as amended from time to time. Vendor shall not store in or around its facility any products or merchandise which the Vendor knows or should know could damage, destroy or contribute to the deterioration or contamination of the Products. Vendor shall be responsible for the entire cost of repairing or replacing any Products covered by this Agreement which are damaged, destroyed, lost or stolen while in the possession of the Vendor. Vendor agrees to participate in, at

its expense, an annual physical inventory of such Products as may be located on Vendor's premises, and GE reserves the right to conduct at reasonable times and at its discretion, additional physical inventories at GE's expense.

14. Confidentiality. The terms of this Agreement and any confidential information received by either party from the other party as a result of the bidding process and negotiations related to this Agreement and the performance of this Agreement are confidential (the "Confidential Information"). The term Confidential Information shall include, but not be limited to, lists and identities of current or prospective customers of GE, the terms of any GE contracts with other entities related to the Products or the Home Delivery Services, or otherwise, GE's methods of operation and product distribution, the System and any other documents or information which came into Vendor's possession as a result of the bidding process relating to or negotiation of this Agreement. In no event may the Confidential Information be reproduced or revealed to any third party by either GE or the Vendor without the prior written consent of the other party, except as may be necessary by reason of legal, audit, accounting or regulatory requirements. The obligations of both GE and the Vendor under this paragraph shall survive any termination or expiration of this Agreement.

15. Insurance.

(a) Vendor shall maintain in force during the Term of this Agreement Comprehensive General Liability Insurance (including contractual liability insurance) coverage in the following minimum amounts:

Bodily Injury/Death	\$1,000,000 each occurrence
Property Damage	\$500,000 each occurrence/\$1,000,000 in the aggregate

(b) Furthermore, Vendor shall maintain during the Term of this Agreement Comprehensive Automobile Liability Insurance in the following minimum amounts:

Bodily Injury	- \$500,000 each person/\$1,000,000 each occurrence
Property Damage	- \$200,000 each occurrence
Employer's Liability	- \$200,000 each occurrence

(c) Vendor shall require that each of its employees engaged in the Home Delivery Services have a completed current criminal background check on file with the Vendor. The criminal background check shall, at a minimum, provide a national, state and local criminal check for all employees entering a home in the performance of Home Delivery Services. No Vendor employee with a theft-related conviction, sex-related conviction, conviction for a crime violent in nature, or felony drug-related conviction shall be permitted to enter a residence on behalf of GE. GE has the right to audit background check records to ensure

Vendor compliance at any time, and to review Vendor's process and results on a regular basis. Vendor and each of its employees shall be bonded with fidelity bond insurance in the amount of \$25,000.

(d) In addition, Vendor shall maintain workers' compensation and employers' liability insurance to meet statutory limits, including coverage under the Longshoremen's and Harbor Workers Act, where applicable, and should have appropriate insurance to cover any damage to or loss of the pen-based scanner equipment and Computer Equipment furnished to it by GE and the Office Equipment.

(e) Vendor shall, upon execution of this Agreement, furnish GE with appropriate certificates of insurance concerning all coverage described in this paragraph. All policies of insurance are subject to the following general requirements:

(i) GE shall be named as an additional insured on all Vendor policies of insurance except workers' compensation and employers' liability insurance;

(ii) Coverage afforded GE by Vendor's insurers shall be primary and noncontributory;

(iii) No policy shall be canceled or subject to nonrenewal or reduction of coverage or other modification except after sixty (60) days prior written notice from the insurer to GE; and

(iv) All insurance policies shall be underwritten by Insurance companies acceptable to GE.

(f) Vendor will promptly resolve directly with consumers all claims for property damage to a consumer's home caused by a Vendor employee during the performance of Home Delivery Services. When a Vendor receives notice of a claim for property damage from a consumer, it will (i) respond to the consumer and (ii) notify GE of such notice, both within 48 hours following receipt of such notice. Vendor is expected to investigate and promptly and fairly resolve all consumer property damage claims. If Vendor chooses to resolve the claim by repairing the damage in lieu of making a monetary settlement, it will utilize a reputable contractor and ensure the consumer is satisfied with the work performed.

16. Limitation of Liability. Neither the Vendor nor GE shall, by reason of the termination or expiration of this Agreement, be liable to the other for compensation, reimbursement or damage of any kind on account of loss of profits or anticipated sales, or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of the Vendor or GE,

or otherwise. In no event, whether as a result of a breach of contract or warranty, the commission of a tort (including negligence) or otherwise, shall GE be liable for any consequential, incidental or special damages.

17. Relationship of Parties. The parties hereto agree that the status of the Vendor shall be that of an Independent contractor. Neither the Vendor nor any of its officers, agents, representatives or employees acting for or on its behalf shall, under any circumstances, be or hold themselves out to be agents, servants, or employees of GE and shall have no authority to accept orders or to enter into any contract for the sale of the Products, or to make any other commitment on behalf of GE. The Vendor shall make no representations with respect to its relations with GE, except to represent that it is authorized to provide Home Delivery Services on behalf of GE. The Vendor agrees to take whatever measures are necessary to ensure that none of its officers, agents, representatives or employees acting for or on its behalf hold themselves out to be agents, servants or employees of GE or take any action which would imply authority to accept orders or enter into any contract for the sale of the Products, or to make any other commitment on behalf of GE. The parties agree that GE has no power to supervise, give directions or otherwise regulate the Vendor's operations or its employees, except as contractually provided by this Agreement or for the security of Confidential Information. Vendor shall be solely responsible for payment of compensation and any benefits to its personnel and for any injury to its personnel in the course of their employment by the Vendor. GE is not responsible for payment or withholding of any taxes or contributions imposed or required pursuant to any federal, state or local tax, social security or unemployment insurance laws with respect to Vendor's personnel.

18. Vendor Compliance with Law. The Vendor shall obtain and maintain, at its own cost, all local, city, state and federal licenses and permits necessary to perform the Home Delivery Services. The Vendor shall, in the performance of its obligations under this Agreement, at all times and in all ways comply with all federal, state and local statutes, laws, ordinances, rules, and regulations, now or hereafter in effect, including those relating to its officers, agents, representatives and employees, and shall indemnify and save GE harmless from any and all liability, loss and expenses (including without limitation, penalties, fees, contributions, attorneys' fees and taxes) arising under or resulting from any such statute, law, ordinance, rule, or regulation, or violation thereof or noncompliance therewith.

19. Indemnification. Vendor shall indemnify and hold harmless GE, its affiliates, subsidiaries and customers and their respective directors, officers, employees and agents, together with their respective successors, assigns, heirs and representatives (collectively, the "Indemnitees") from and against any and all liabilities, losses, claims, demands, costs, damages and expenses (including without limitation reasonable attorneys' fees) of whatever nature (i.e., personal injury or death, property damage or loss) resulting from, caused by, arising out

of, extending to, connected with, related to or growing out of the performance of this Agreement by Vendor or Vendor's subcontractor, including without limitation, losses sustained or claimed to have been sustained by any person or persons (including the Indemnitees) and due, or claimed to be due, in whole or in part, to any act, omission or negligence of the Vendor or its directors, officers, employees or agents.

20. Dispute Resolution. All disputes, controversies and questions directly or indirectly arising under, out of, in connection with or in relation to this Agreement or its subject matter, including without limitation, all disputes, controversies and questions relating to the validity, negotiation, interpretation, construction, performance, termination and enforcement of this Agreement (a "Dispute"), shall be resolved in accordance with this section, which shall be the sole and exclusive procedure for the resolution of any such Dispute.

(a) The parties shall attempt in good faith to resolve any Dispute promptly by negotiation. If the matter has not been resolved within sixty (60) days of a party's written request for negotiation, either party may initiate arbitration as provided hereinafter.

(b) Any Dispute which has not been resolved by negotiation as provided above shall, at the request of either party, be finally settled by arbitration under the Center for Public Resources Rules for Non-Administered Arbitration of Business Disputes in effect on the date of this Agreement, by three independent and impartial arbitrators, none of whom shall be appointed by either party. Notwithstanding Section 24 hereof, the law applicable to the validity of this arbitration provision, the conduct of the arbitration, the challenge to or enforcement of any arbitral award or order, and any other question of arbitration law or procedure shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. sections 1-16; however, the award can be modified or vacated on grounds stated in the Federal Arbitration Act or if the arbitration panel's findings of fact are not supported by substantial evidence or the conclusions of law are erroneous under the laws of the Commonwealth of Kentucky. The place of arbitration shall be Louisville, Kentucky. The parties agree that the federal and state courts located in the State of Kentucky shall have exclusive jurisdiction over any action brought to enforce this arbitration provision, and each party irrevocably submits to the jurisdiction of said courts. Notwithstanding the foregoing sentence, either party may apply to any court of competent jurisdiction, wherever situated, for enforcement of any judgment on an arbitral award.

(c) To the fullest extent permitted by law, the arbitral panel is specifically denied and divested of any authority to award damages in excess of compensatory damages, and each party hereby irrevocably waives any right, whether in arbitration, judicial litigation, administrative proceedings, or otherwise, to recover any damages in excess of compensatory damages.

(d) Except as time-barred under an applicable statute of limitation of lesser duration, any claim by either party shall be time-barred unless the asserting party commences an arbitration proceeding with respect to such claim within two (2) years after the cause of action has accrued.

(e) Notwithstanding any other provision of this Agreement, the parties expressly agree that prior to the first meeting of the arbitral tribunal, GE shall have the right to apply to any state or federal court in Kentucky, or any other court that would otherwise have jurisdiction, for provisional or interim measures.

(f) Each party hereby consents to a single, consolidated arbitration proceeding of multiple claims, or claims involving more than two parties. The prevailing party or parties in any arbitration conducted under this paragraph shall be entitled to recover from the other party or parties (as part of the arbitral award or order) its or their reasonable attorneys' fees and other reasonable costs of arbitration.

21. Assignment and Change of Ownership.

(a) This Agreement is personal in nature. This Agreement and any rights and interests hereunder are nonexclusive. This Agreement is not assignable by Vendor without the prior written consent of GE; any attempt by Vendor to assign any of its rights or obligations hereunder or derived herefrom without the prior written consent of GE shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

(b) Any cumulative change(s) in ownership constituting more than thirty-two percent (32%) of Vendor's business, without the prior written consent of GE, shall be deemed to be an assignment of this Agreement.

22. Subcontracting. Any attempt by Vendor to subcontract any portion of the work covered by this Agreement without the prior written consent of GE shall be null and void. Any Vendor who receives the prior written consent of GE to subcontract any portion of the work covered by this Agreement shall, as to such work, require its subcontractor to fully adhere to the provisions of this Agreement to the extent such provisions are applicable to the work subcontracted. By way of example and not limitation, such provisions may include those set forth in Sections 1., 2., 3., 4., 5., 6., 7., 8., 11., 12., 13., 14., 15., 16., 17., 19., 20., 21., and 24. of this Agreement.

23. Entire Agreement. This Agreement and all the Attachments hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior or contemporaneous agreements, understandings, or proposals, whether oral or written, between the parties. No change, modification, extension, renewal, ratification, rescission, termination,

discharge, abandonment or waiver of the Agreement or any provisions hereof, or any representation, promise or condition relative to this Agreement shall be binding upon GE unless made in writing and signed on its behalf by its authorized representative.

24. Notices. Any notice required or permitted to be made or given by either party pursuant to this Agreement shall be made in writing and shall be deemed to have been duly given or delivered if delivered in person, deposited in the U.S. Mail, certified, return receipt requested, or first-class postage pre-paid, or sent by overnight mail or courier services, to the addresses as follows, or to such other address as provided in writing to the other party:

If to GE: GE Consumer & Industrial
Local Delivery Services
Appliance Park AP4-116
Louisville, KY 40225

If to Vendor: Guiney Delivery Services, Inc.
Attention: Pat Guiney
2045 South Arlington Heights Road, Suite 112
Arlington Heights, IL 60005

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without giving effect to the conflicts or choice of law provisions thereof.

26. Offset. GE shall have the right at all times to set off any and all amounts owing from Vendor to GE, any component of GE or any of its affiliates, against any amount payable at any time by GE in connection with this Agreement.

27. Section Headings. Section headings in this Agreement are for purposes of reference and convenience only, and shall not be construed as part of this Agreement or as a limitation of the scope of the particular sections to which such headings refer or of any other sections.

28. Waiver. A failure or delay of either party hereto at any time to enforce, or insist upon strict compliance with, at any time any of the provisions of this Agreement, to exercise any option provided herein, or to require performance of any provisions hereof, shall not be deemed a waiver of, or continuing waiver of, any provisions of this Agreement.

29. Severability. If for any reason any provisions of this Agreement or its application shall be held invalid, illegal or unenforceable in whole or in part by any court of competent jurisdiction, the validity, legality and enforceability of all other applications of that provision and of all other

provisions and applications hereof shall not in any way be affected or impaired.

30. Financial Information and Audits – GE has the right at any reasonable time and upon reasonable notice to verify any data Vendor has submitted under this Agreement and shall have the right to request financial information of Vendor as deemed necessary by GE.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of the date first above written.

GENERAL ELECTRIC COMPANY
GE Consumer & Industrial

Guiney Delivery Services, Inc.
Vendor

By: Chris Kaminski

Title: Delivery Specialist

By: Robert H. Hines

Title: President

Attachment 1	Geographic Area, Space Recommendations, and Delivery Equipment
Attachment 2	Exclusive Exception
Attachment 3	Design of Truck
Attachment 4.A.	Office Equipment
Attachment 4.B.	Computer Equipment
Attachment 5	Fee Schedule
Attachment 5a	GE Brand Parts
Attachment 6	Limited Functional Operable Warranty
Attachment 7	No Credit Scrap Form

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ATTACHMENT 1
**GEOGRAPHIC AREA, SPACE RECOMMENDATIONS,
 AND DELIVERY EQUIPMENT**

Geographic area

Under the terms and conditions of this agreement, vendor agrees to provide delivery and installation services for GE Appliances to the following counties, in their entirety, in accordance to the rate schedule and frequency outlined below.

CLAY, NASSAU, ST JOHNS, BAKER, COLUMBIA, HAMILTON AND
 SUWANNEE counties Florida.

Zips 32099 32201 32202 32203 32204 32205 32206 32207 32208 32209 32210
 32211 32212 32215 32216 32217 32218 32219 32220 32221 32222 32223
 32224 32225 32226 32227 32228 32229 32230 32231 32232 32233 32234
 32236 32237 32238 32239 32240 32241 32244 32245 32246 32247 32250
 32254 32255 32256 32257 32258 32259 32266 32267 32277 32294 32296
 32297 32298 in DUVAL county Florida.

BRANTLEY, CAMDEN, CHARLTON, CLINCH, COFFEE, GLYNN, LANIER and WARE counties Georgia. Zip 31532 in JEFF DAVIS County Georgia and zips 31518, 31551, 31556 and 31557 in PIERCE County Georgia.

Specifications Chart

Volume Whse. (units per year)	Equipment: Docks/Doors	Equipment: Hand Trucks	Equipment: Clamp Trucks	Equipment: Basaloid Trucks
10,000 OR LESS	3*	2*	1**	1**
10,000 - 20,000	3*	4*	1**	1**
20,000 - 30,000	4*	4*	1**	1**
30,000 - 40,000	4*	4*	2**	2**
40,000 - 50,000	5*	6*	2**	2**
50,000 - 60,000	5*	6*	2**	2**
60,000 - 70,000	6*	6*	2**	2**
70,000 - 80,000	6*	8*	3**	3**

** = recommended * = required

Appliance Handling Guidelines

1. Absolutely no FORK LIFT (blades) equipment used.
2. Hand Trucks should be in good condition and padded to avoid causing damage.
3. Squeeze clamp trucks and basaloid equipment should be used in accordance with guidelines.
4. Drop clothes and padding blankets should be available on all delivery vehicles to avoid damaging uncrated merchandise.

Tools

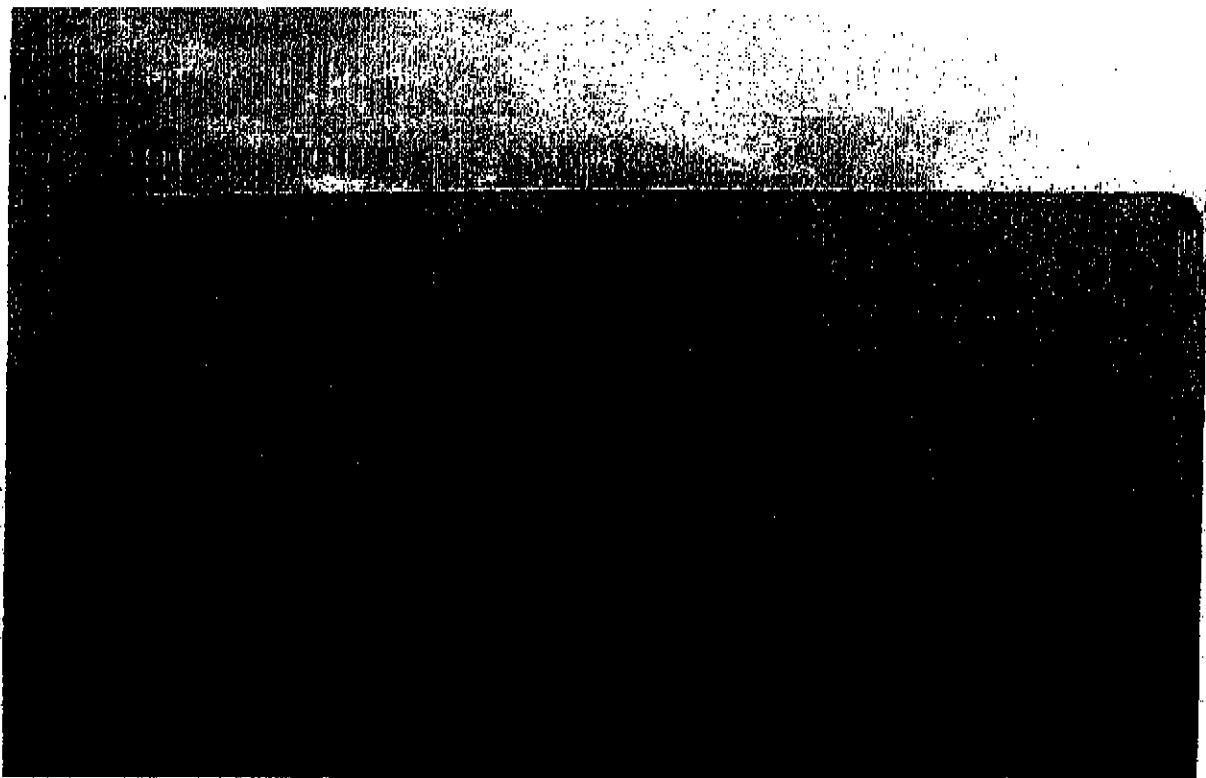
Complete set of tools includes: hammer, pliers (adjustable), Phillips head screwdrivers (fine and standard), metal shears, clamps, wire clippers (dycks), copper tubing cutters, flat head screwdrivers, needle nose pliers, crescent wrench, putty knife or chisel, channel locks, Makita drill, 2-3 battery packs for drill, nut driver (1/4, 5/16, 3/8, 7/16, 1/2), two appliance hand trucks.

ATTACHMENT 2

**EXCLUSIVE EXCEPTION
NONE**

ATTACHMENT 3

DESIGN OF TRUCK



**ATTACHMENT 4.A
OFFICE EQUIPMENT**

- Dedicated phone line for computer
- Dedicated fax line
- Fax machine
- Personal computer (furnished by GEA)

**ATTACHMENT 4.B.
COMPUTER EQUIPMENT**

- Dell Optiplex GX1
- 192 Meg RAM Memory
- 14" HP SVGA color monitor
- 6 Gig harddrive
- 3.5" 1.44 floppy drive
- CD-Rom
- Internal 56.6 data/fax modem
- Microsoft windows 98
- Lexmark 1100 printer
- Printer cable
- GE VPN Software

ATTACHMENT 6 - FEE SCHEDULE - HOME DELIVERY			
Home delivery up to 3 major items		\$45.00	
Additional Services:			
M901	Haulaway/dispose appliance	\$15.00	
M902	Doorswing	\$15.00	
M904	Additional unit (above 3)	\$18.00	per unit
M906	Install icemaker	\$15.00	
M907	Move appliance to new floor	\$5.00	
M910	Supply range cord	\$11.00	
M911	Supply dryer cord	\$11.00	
M912	Supply copper tubing	\$10.00	
M913	Supply dryer vent	\$6.00	
M914	Supply gas flex	\$11.00	
M918	Supply optional 110V Dishwasher cord	\$5.00	
M920	Disconnect/install gas range	\$37.00	
M921	Disconnect/install dishwasher	\$57.00	
M922	Disconnect/install OTR	\$53.00	
M926	Disconnect/install gas dryer	\$21.00	
M927	Reverse washer/dryer backsplash	\$30.00	
M928	Install laundry riser	\$10.00	
M930	Stack horizontal axis dryer unit	\$15.00	
M931	GE Pax Icemaker Line	\$1.50	
M932	GE Copper Icemaker Line	\$8.25	
M933	GE Range Cord	\$3.77	
M934	GE Dryer Cord	\$3.33	
M935	GE Dryer Vent	\$2.91	
M936	GE Dishwasher 110V Cord	\$2.40	
M937	GE Gas Range Install Kit	\$7.00	
M938	GE Gas Dryer Install Kit	\$6.80	
M939	GE Dishwasher Install Kit	\$8.50	
Storage Charges			
Reserve stock (select locations)		\$	N/A
<p>Home Delivery is delivery of products into the home, uncrating, hauling off all cartons/packing materials, removing and/or moving existing appliances within the home (same floor), and "tenant ready" installation of all products.</p> <p>Tenant ready installation includes removing all packaging (interior and exterior), attaching cords, waterlines to existing stub boxes, ducting to existing outlets, and other basic aspects needed to make the appliance immediately usable by the consumer.</p>			

Attachment 5a**GE Brand Parts**

<u>Service</u>	<u>Description</u>	<u>Rate</u>
M931	Provide GE Pex Icemaker Line	\$1.50
M932	Provide GE Copper Icemaker Line	\$8.25
M933	Provide GE Range Cord	\$3.77
M934	Provide GE Dryer Cord	\$3.33
M935	Provide GE Dryer Vent	\$2.91
	(Includes clamp - part# WX08X10130RB - \$0.30 - to be ordered separately)	
M936	Provide GE Dishwasher 110v Cord	\$2.40
M937	Provide GE Gas Range Install Kit	\$7.00
M938	Provide GA Gas Dryer Install Kit	\$6.80
M939	Provide GE Dishwasher Install Kit	\$8.50

Attachment 6**Your GE/Hotpoint Warranty**

(Save proof of original purchase date such as your sales slip or cancelled check to establish warranty period.)

Limited functionally operable one year warranty for GE/Hotpoint Refrigerator, Freezer, Electric/Gas Range, Hood/Cooktop, Washer, Dryer, Dishwasher, Disposer, Compactor, Room Air Conditioner, and Microwave Oven products.

From GE to You - This warranty is extended by GE to the purchaser and applies to products purchased in the United States, retained within the 48 contiguous states, the state of Hawaii, or the District of Columbia, and employed in ordinary household use. In Alaska, the warranty is the same except it is limited in that you must pay to ship the product to the service shop or pay a charge for the service technician's trip to your home.

What is Covered - If your GE/Hotpoint Refrigerator, Freezer, Electric/Gas Range, Hood/Cooktop, Washer, Dryer, Dishwasher, Disposer, Compactor, or Room Air Conditioner fails to be

functionally operable because of a manufacturing defect within one year from the date of original purchase for household use, we will repair the product without charge to you. Parts and labor are included. Service will be provided in the home in the 48 contiguous states, in the state of Hawaii, or in the District of Columbia on all Freezers, Electric/Gas Ranges, Hoods/Cooktops, Washers, Dryers, Dishwashers, Disposers, Compactors, and all Refrigerators having a total capacity greater than 6.6 cu. ft. and all Room Air Conditioners except Carry-Cool® models. Compact Refrigerators (total capacity less than 6.6 cu. ft.), Carry-Cool® Room Air

Conditioners and Microwave Oven products are covered by a limited warranty as outlined in the section below.

How to Obtain Service - All warranty service will be provided by our Consumer Service Centers or by our authorized Customer Care® servicers during normal working hours. Look in the White or Yellow Pages of your telephone directory under General Electric, General Electric Consumer Service, General Electric/Hotpoint Consumer Service or General Electric Customer Care® service.

What is Not Covered - This warranty does not cover appearance items such as dents, scratches, trim, painted/porcelain finishes; non-operational defects; service trips to your home to teach you how to use the product; or improper installation. If you have an installation problem, contact your dealer or installer. You are responsible for providing adequate electrical, plumbing, gas, exhaust, and other connecting facilities; replacement of house fuses or resetting of circuit breakers; failure of the product if

it is used for other than its intended purpose or used commercially; the labor to move a Room Air Conditioner to a location where it is accessible for service by our individual technician when the Air Conditioner is in a commercial location; failure of the product resulting from modifications to the product or due to unreasonable use including failure to provide reasonable and necessary maintenance; or damage to the product caused by inadequate power supply, voltage, accident, fire, floods, or acts of God.

Warrantor is not responsible for incidental or consequential damages. Some states do not allow the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state. To know what your legal rights are in your state, consult your local or state consumer affairs office or your state's attorney general.

Warranties on Products Not Covered Above**Limited Compact Refrigerator Warranty**

- Limited one year warranty on the Compact Refrigerators having a total capacity of less than 6.6 cu. ft. - For one year from date of original purchase, we will provide, free of charge, parts and service labor to repair or replace any operational part of the Refrigerator that fails because of a manufacturing defect. You must take the Refrigerator to a GE Consumer Service Center or a GE Customer Care® servicer and pick it up following service. In-home service is available, but you must pay a charge for the service technician's trip to your home.

Limited Carry-Cool® Air Conditioner Warranty

- Limited five year warranty on Carry-Cool® Air Conditioners - For five years from date of original purchase, we will provide, free of charge, parts and service labor to repair or replace any operational part of the Room Air Conditioner that fails because of a manufacturing defect. To avoid any charge for service, you must take the Room Air Conditioner to a GE Consumer Service Center

or a GE Customer Care® servicer and pick it up following service. In-home service is available but you must pay a charge for the service technician's trip to your home.

Limited First-Year Warranty - Microwave Oven

- Limited one year warranty on Microwave Ovens having a total capacity of more than 0.3 cu. ft. - For one year from date of original purchase, we will provide, free of charge, parts and service labor to repair or replace any operational part of the Microwave Oven that fails because of a manufacturing defect. You must take the Microwave Oven to a GE Consumer Service Center or a GE Customer Care® servicer and pick it up following service. In-home service is available, but you must pay a charge for the service technician's trip to your home.

Limited Ninety Day Warranty - Microwave Oven

- Limited ninety day warranty on Microwave Ovens having a total capacity of 0.3 cu. ft. or less. - For ninety days from date of original purchase, we will provide, free of charge, parts and service labor to repair or replace any operational part of the Microwave Oven that fails because of a manufacturing defect. You must take the Microwave Oven to a GE Consumer Service Center or a GE Customer Care® servicer and pick it up following service. In-home service is available, but you must pay a charge for the service technician's trip to your home.

(See back page for additional warranty coverage.)

Attachment 7 - Scrap Form

MAIL FORM TO: GE Consumer & Industrial
Attn: DSSO Scrap Team
307 North Hurstbourne Ln
Louisville, KY 40222

For GE Use Only

RA Date: ____/____/____ Region Code: ____

PDV3: ____ Notes: ____

ME Scrap MS # ____

SDS Completes This Section And Signs Form after Tag Removed

Form # ____

SDS Location Code: ____

MODEL# ____

SERIAL# ____
8 characters (2 alpha/6 numeric)

List RA# from IN's ____
(or MS# for inbound damage) Must be 10 characters

Important: RA must be closed / scanned complete - please verify!**INSTRUCTIONS:**

1. All Fields Above Must Be Complete. *Please print clearly!*
2. Multiple Non-serialized accessories may be processed on one scrap form. Show qty to be scrapped in serial # space.
3. When section complete, attach form to unit, and have ready for scheduled visit from RM or Authorized Agent.
4. Upon Region Manager approval, remove serial plate/tag, attach to form, sign, confirm scrap log complete, and mail to address above.
5. Remember: Haul-Aways and defective or used units returned on Product Service Exchanges DO NOT require Region Manager approval. the use of this form, unless a Return Authorization has been issued.

GE Region Manager or Authorized Agent Completes This Section

Reason unit is being scrapped (Check One Choice):

- | | | |
|---|---|--|
| <input type="checkbox"/> 1-Used Product | <input type="checkbox"/> 8-Broken ceramic cooktop | <input type="checkbox"/> 15-Accessory |
| <input type="checkbox"/> 2-Sharp Edges | <input type="checkbox"/> 9-Door Won't Seal | <input type="checkbox"/> 16-Parts Missing |
| <input type="checkbox"/> 3-Cabinet buckled | <input type="checkbox"/> 10-Warped Cabinets/Liners-CMO/Oven | <input type="checkbox"/> 17- Broken Oven Door(s) |
| <input type="checkbox"/> 4-Suspension Damage (HL) | <input type="checkbox"/> 11-Cabinet Dropped - not able to level | <input type="checkbox"/> 18-Multiple Defects (list) ____ |
| <input type="checkbox"/> 6-Crack in DW tub/ door | <input type="checkbox"/> 13-Other (list) ____ | |
| <input type="checkbox"/> 7-Crack/Chip in Enamel | <input type="checkbox"/> 14-Defective Product | |

GE Region Manager or Authorized Agent Signature

Date

Note: Do not scrap product for the sole reason that an as-is dealer is not available or if an outlet is not available for specific product line.

Attach serial plate / tag here
If plate/tag not attached, please provide a reason here

***I certify that this product has
rendered inoperable and I have
disposed of it legally.***

Authorized SDS Mgr. Signature

Exhibit B

Guilney Statement

12-18-07

OP	CCODE	INVDAT	DUE DATE	INVNUM	AMOUNT	REFERENCE NUM	TERM	CC	CTRL ACT
35	12819	10/31/05	02/28/06	324264	\$ 181.00	CY637656RG1 11	1F120		011 1RY54
35	12819	10/31/05	02/28/06	329870	\$ 493.00	CY145716RG1 11	1F120		011 1RY54
35	12819	11/21/05	03/21/06	474806	\$ 686.00	CY665539RG1 11	1F120		011 1RY54
35	12819	11/21/05	03/21/06	474807	\$ 258.00	CY700075RG1 11	1F120		011 1RY54
35	12819	12/09/05	04/08/06	615809	\$ 445.00	CY685334RG1 11	1F120		011 1RY54
35	12819	12/12/05	04/11/06	624868	\$ 2,587.00	CY728618RG1 11	1F120		011 1RY54
35	12819	12/12/05	04/11/06	624869	\$ 360.00	CY502854RG1 11	1F120		011 1RY54
35	12819	12/27/05	04/26/06	710497	\$ 931.00	CY844120RG1 11	1F120		011 1RY54
35	12819	01/03/06	05/03/06	755120	\$ 3,734.00	CY828423RG1 11	1F120		011 1RY54
35	12819	01/09/06	05/09/06	799212	\$ 278.00	CY571082RG1 11	1F120		011 1RY54
35	12819	01/09/06	05/09/06	799213	\$ 410.00	CY767792RG1 11	1F120		011 1RY54
35	12819	01/09/06	05/09/06	799214	\$ 166.00	CY833413RG1 11	1F120		011 1RY54
35	12819	01/09/06	05/09/06	799215	\$ 387.00	CY468606RG1 11	1F120		011 1RY54
35	12819	01/09/06	05/09/06	799216	\$ 495.00	CY837884RG1 11	1F120		011 1RY54
35	12819	01/09/06	05/09/06	799217	\$ 648.64	CY532805RG1 11	1F120		011 1RY54
35	12819	01/10/06	05/10/06	809349	\$ 266.00	CY806338RG1 11	1F120		011 1RY54
35	12819	01/13/06	05/13/06	848256	\$ 1,949.00	CY688627RG1 11	1F120		011 1RY54
35	12819	01/17/06	05/17/06	862242	\$ 474.00	CY431371RG1 11	1F120		011 1RY54
35	12819	01/17/06	05/17/06	862243	\$ 162.00	CY849854RG1 11	1F120		011 1RY54
35	12819	01/17/06	05/17/06	862244	\$ 209.00	CY823903RG1 11	1F120		011 1RY54
35	12819	01/18/06	05/18/06	874596	\$ 741.00	CY815778RG1 11	1F120		011 1RY54
35	12819	01/18/06	05/18/06	874597	\$ 286.00	CY777661RG1 11	1F120		011 1RY54
35	12819	01/18/06	05/18/06	874598	\$ 1,782.00	11	1F120		011 1RY54
35	12819	01/19/06	05/19/06	886396	\$ 877.00	CY523500RG1 11	1F120		011 1RY54
35	12819	01/19/06	05/19/06	886397	\$ 1,620.00	CY503283RG1 11	1F120		011 1RY54
35	12819	01/19/06	05/19/06	886398	\$ 178.00	CY793300RG1 11	1F120		011 1RY54
35	12819	01/23/06	05/23/06	908099	\$ 1,220.00	CY841021RG1 11	1F120		011 1RY54
35	12819	01/23/06	05/23/06	908100	\$ 600.00	CY841198RG1 11	1F120		011 1RY54
35	12819	01/23/06	05/23/06	908101	\$ 866.00	CY797455RG1 11	1F120		011 1RY54
35	12819	01/23/06	05/23/06	908102	\$ 716.00	CY837656RG1 11	1F120		011 1RY54
35	12819	01/23/06	05/23/06	908103	\$ 1,091.00	CY841497RG1 11	1F120		011 1RY54
35	12819	01/23/06	05/23/06	908104	\$ 2,039.00	CY841023RG1 11	1F120		011 1RY54
35	12819	01/23/06	05/23/06	908106	\$ 246.00	CY806495RG1 11	1F120		011 1RY54
35	12819	01/23/06	05/23/06	908107	\$ 765.00	CY850053RG1 11	1F120		011 1RY54
35	12819	01/23/06	05/23/06	908108	\$ 278.00	CY806484RG1 11	1F120		011 1RY54
35	12819	01/23/06	05/23/06	908109	\$ 800.00	CY156547RG2 11	1F120		011 1RY54
35	12819	01/23/06	05/23/06	908110	\$ 912.00	CY905183RG1 11	1F120		011 1RY54
35	12819	01/30/06	05/30/06	959292	\$ 3,732.00	CY901092RG1 11	1F120		011 1RY54
35	12819	02/02/06	06/02/06	990097	\$ 656.00	CY818443RG1 11	1F120		011 1RY54
35	12819	02/02/06	06/02/06	990098	\$ 551.00	CY904854RG1 11	1F120		011 1RY54
35	12819	02/10/06	06/10/06	047381	\$ 1,950.00	CY833194RG1 11	1F120		011 1RY54
35	12819	02/10/06	06/10/06	047382	\$ 1,055.00	CY414209RG1 11	1F120		011 1RY54
35	12819	02/14/06	06/14/06	064645	\$ 1,284.00	CY702911RG1 11	1F120		011 1RY54
35	12819	02/16/06	06/16/06	084439	\$ 378.00	CY468977RG1 11	1F120		011 1RY54
35	12819	03/02/06	06/30/06	201196	\$ 450.00	CY878876RG1 11	1F120		011 1RY54
35	12819	03/02/06	06/30/06	201197	\$ 246.00	CY958482RG1 11	1F120		011 1RY54
35	12819	03/02/06	06/30/06	201198	\$ 450.00	CY878877RG1 11	1F120		011 1RY54
35	12819	03/02/06	06/30/06	201199	\$ 569.00	CY000569RG1 11	1F120		011 1RY54
35	12819	03/02/06	06/30/06	201200	\$ 80.00	CY850061RG1 11	1F120		011 1RY54
35	12819	03/02/06	06/30/06	201201	\$ 808.00	CY848340RG1 11	1F120		011 1RY54
35	12819	03/02/06	06/30/06	201202	\$ 122.00	11	1F120		011 1RY54
35	12819	03/02/06	06/30/06	201203	\$ 808.00	CY848339RG1 11	1F120		011 1RY54
35	12819	03/02/06	06/30/06	201204	\$ 1,328.00	CY164814RG2 11	1F120		011 1RY54
35	12819	03/06/06	07/04/06	223677	\$ 688.00	CY823904RG1 11	1F120		011 1RY54
35	12819	03/06/06	07/04/06	223678	\$ 178.00	CY290523RG1 11	1F120		011 1RY54
35	12819	03/06/06	07/04/06	223679	\$ 429.00	CY369491RG1 11	1F120		011 1RY54

Guiney Statement

12-18-07

OP	CCODE	INVDAT	DUE DATE	INVNUM	AMOUNT	REFERENCE NUM	TERM	CC	CTRL ACT
35	12819	03/06/06	07/04/06	223680	\$ 378.00	CY429277RG1 11	1F120		011 1RY54
35	12819	03/06/06	07/04/06	223681	\$ 1,330.00	CY425730RG1 11	1F120		011 1RY54
35	12819	03/06/06	07/04/06	223682	\$ 1,144.00	CY609245RG1 11	1F120		011 1RY54
35	12819	03/06/06	07/04/06	223683	\$ 1,220.00	CY617558RG1 11	1F120		011 1RY54
35	12819	03/07/06	07/05/06	234681	\$ 877.00	CY850244RG1 11	1F120		011 1RY54
35	12819	03/07/06	07/05/06	234682	\$ 167.00	CY969106RG1 11	1F120		011 1RY54
35	12819	03/07/06	07/05/06	234684	\$ 1,013.00	CY945298RG1 11	1F120	DS	011 1RY54
35	12819	03/07/06	07/05/06	234685	\$ 1,013.00	CY945299RG1 11	1F120		011 1RY54
35	12819	03/07/06	07/05/06	234686	\$ 887.00	CY103288RG8 11	1F120		011 1RY54
35	12819	03/07/06	07/05/06	234687	\$ 216.00	CY971073RG1 11	1F120		011 1RY54
35	12819	03/08/06	07/06/06	247742	\$ 458.00	CY956401RG1 11	1F120		011 1RY54
35	12819	03/08/06	07/06/06	247743	\$ 720.00	CY943012RG1 11	1F120		011 1RY54
35	12819	03/10/06	07/08/06	269926	\$ 490.00	CY362247RG1 11	1F120		011 1RY54
35	12819	03/27/06	07/25/06	383706	\$ 891.00	CY414185RG1 11	1F120		011 1RY54
35	12819	03/27/06	07/25/06	383707	\$ 708.00	CY801851RG1 11	1F120		011 1RY54
35	12819	03/28/06	07/26/06	394179	\$ 470.00	CY733127RG1 11	1F120		011 1RY54
35	12819	03/28/06	07/26/06	394180	\$ 1,422.00	CY840992RG1 11	1F120		011 1RY54
35	12819	03/28/06	07/26/06	394181	\$ 178.00	CY828517RG1 11	1F120		011 1RY54
35	12819	03/28/06	07/26/06	394182	\$ 225.00	CY485921RG1 11	1F120		011 1RY54
35	12819	03/28/06	07/26/06	394183	\$ 410.00	CY524285RG1 11	1F120		011 1RY54
35	12819	03/28/06	07/26/06	394184	\$ 1,225.00	CY563821RG1 11	1F120		011 1RY54
35	12819	03/28/06	07/26/06	394185	\$ 945.00	CY673648RG1 11	1F120		011 1RY54
35	12819	03/28/06	07/26/06	394186	\$ 1,450.00	CY673648RG1 11	1F120		011 1RY54
35	12819	03/28/06	07/26/06	394187	\$ 875.00	CY819235RG1 11	1F120		011 1RY54
35	12819	03/30/06	07/28/06	417364	\$ 929.00	CY895628RG1 11	1F120		011 1RY54
35	12819	03/30/06	07/28/06	417365	\$ 263.00	CY894653RG1 11	1F120		011 1RY54
35	12819	03/31/06	07/29/06	427649	\$ 358.00	CY798706RG1 11	1F120		011 1RY54
35	12819	03/31/06	07/29/06	427650	\$ 518.00	CY105524RG1 11	1F120		011 1RY54
35	12819	03/31/06	07/29/06	427651	\$ 243.00	CY591480RG1 11	1F120		011 1RY54
35	12819	03/31/06	07/29/06	427652	\$ 1,220.00	CY767189RG1 11	1F120		011 1RY54
35	12819	03/31/06	07/29/06	427653	\$ 688.00	CY741538RG1 11	1F120		011 1RY54
35	12819	04/04/06	08/02/06	446983	\$ 705.00	CY144567RG3 11	1F120		011 1RY54
35	12819	04/12/06	08/10/06	511754	\$ 401.00	CY391116RG1 11	1F120		011 1RY54
35	12819	04/12/06	08/10/06	511755	\$ 378.00	CY440395RG1 11	1F120		011 1RY54
35	12819	04/12/06	08/10/06	511756	\$ 148.00	CY495142RG1 11	1F120		011 1RY54
35	12819	04/17/06	08/15/06	542559	\$ 319.00	CY368373RG1 11	1F120		011 1RY54
35	12819	04/17/06	08/15/06	542560	\$ 555.00	CY323510RG1 11	1F120		011 1RY54
35	12819	04/26/06	08/24/06	613777	\$ 1,159.00	CY581397RG1 11	1F120		011 1RY54
35	12819	04/26/06	08/24/06	613778	\$ 1,301.00	CY754988RG1 11	1F120		011 1RY54
35	12819	04/26/06	08/24/06	613779	\$ 105.00	CY572025RG1 11	1F120		011 1RY54
35	12819	04/26/06	08/24/06	613780	\$ 203.00	CY353832RG1 11	1F120		011 1RY54
35	12819	04/26/06	08/24/06	613781	\$ 933.00	CY801849RG1 11	1F120		011 1RY54
35	12819	04/26/06	08/24/06	613782	\$ 637.00	CY581440RG1 11	1F120		011 1RY54
35	12819	04/26/06	08/24/06	613783	\$ 935.00	CY613693RG1 11	1F120		011 1RY54
35	12819	04/26/06	08/24/06	613784	\$ 1,013.00	CY930862RG1 11	1F120		011 1RY54
35	12819	04/27/06	08/25/06	624363	\$ 6,422.00	FRT. CLAIM 11	1F120		011 1RY54
35	12819	05/02/06	08/30/06	657684	\$ 586.00	CY591599RG1 11	1F120		011 1RY54
35	12819	05/03/06	08/31/06	670689	\$ 299.00	CY449952RG1 11	1F120		011 1RY54
35	12819	05/08/06	09/05/06	704075	\$ 1,641.84	CY214662RG1 11	1F120		011 1RY54
35	12819	05/08/06	09/05/06	704076	\$ 228.44	CY273978RG1 11	1F120		011 1RY54
35	12819	05/08/06	09/05/06	704077	\$ 1,450.08	CY745218RG1 11	1F120		011 1RY54
35	12819	05/08/06	09/05/06	704078	\$ 381.24	CY767363RG1 11	1F120		011 1RY54
35	12819	05/08/06	09/05/06	704079	\$ 1,374.44	CY648820RG1 11	1F120		011 1RY54
35	12819	05/08/06	09/05/06	704080	\$ 610.44	CY659384RG1 11	1F120		011 1RY54
35	12819	05/08/06	09/05/06	704081	\$ 343.04	CY559836RG1 11	1F120		011 1RY54
35	12819	05/08/06	09/05/06	704082	\$ 1,909.24	CY411096RG1 11	1F120		011 1RY54

Guilney Statement

12-18-07

OP	CCODE	INVDAT	DUE DATE	INVNUM	AMOUNT	REFERENCE NUM	TERM	CC	CTRL ACT
35	12819	05/08/06	09/05/06	704083	\$ 381.24	CY872696RG1 11	1F120		011 1RY54
35	12819	05/16/06	09/13/06	767005	\$ 214.00	CY901041RG1 11	1F120		011 1RY54
35	12819	05/16/06	09/13/06	767006	\$ 372.00	CY197579RG3 11	1F120		011 1RY54
35	12819	05/16/06	09/13/06	767007	\$ 1,368.00	CY199249RG3 11	1F120		011 1RY54
35	12819	05/16/06	09/13/06	767008	\$ 1,368.00	CY197110RG3 11	1F120		011 1RY54
35	12819	05/16/06	09/13/06	767009	\$ 325.00	CY198358RG3 11	1F120		011 1RY54
35	12819	05/16/06	09/13/06	767010	\$ 372.00	CY665957RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799125	\$ 333.00	CY687841RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799126	\$ 130.00	CY893148RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799127	\$ 1,686.00	CY857724RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799128	\$ 1,015.00	CY511684RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799129	\$ 702.00	CY572969RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799130	\$ 232.00	CY919377RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799131	\$ 1,320.00	CY677539RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799132	\$ 223.00	CY855351RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799133	\$ 345.00	CY916002RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799134	\$ 225.00	CY934277RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799135	\$ 275.00	CY930851RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799136	\$ 495.00	CY362227RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799137	\$ 274.00	CY893415RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799138	\$ 505.00	CY923315RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799139	\$ 796.00	CY923316RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799140	\$ 720.00	CY366614RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799141	\$ 435.00	CY478313RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799142	\$ 434.00	CY916256RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799143	\$ 1,004.00	CY429304RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799144	\$ 239.00	CY793293RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799145	\$ 178.00	CY847334RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799146	\$ 770.00	CY824147RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799147	\$ 225.00	CY609253RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799148	\$ 464.00	CY507348RG1 11	1F120		011 1RY54
35	12819	05/19/06	09/16/06	799149	\$ 279.00	CY819614RG1 11	1F120		011 1RY54
35	12819	05/24/06	09/21/06	833045	\$ 203.00	CY681698RG1 11	1F120		011 1RY54
35	12819	05/25/06	09/22/06	844990	\$ 1,194.00	CY699955RG1 11	1F120		011 1RY54
35	12819	05/30/06	09/27/06	859855	\$ 429.00	CY417950RG1 11	1F120		011 1RY54
35	12819	05/30/06	09/27/06	859856	\$ 434.00	CY568773RG1 11	1F120		011 1RY54
35	12819	05/30/06	09/27/06	859857	\$ 1,287.00	CY577238RG1 11	1F120		011 1RY54
35	12819	05/30/06	09/27/06	859858	\$ 225.00	CY417704RG1 11	1F120		011 1RY54
35	12819	05/30/06	09/27/06	859859	\$ 203.00	CY797391RG1 11	1F120		011 1RY54
35	12819	05/30/06	09/27/06	859860	\$ 431.00	CY581396RG1 11	1F120		011 1RY54
35	12819	05/30/06	09/27/06	859861	\$ 410.00	CY581399RG1 11	1F120		011 1RY54
35	12819	05/30/06	09/27/06	859862	\$ 264.00	CY821546RG1 11	1F120		011 1RY54
35	12819	05/30/06	09/27/06	859863	\$ 303.00	CY841037RG1 11	1F120		011 1RY54
35	12819	05/30/06	09/27/06	859864	\$ 209.00	CY934224RG1 11	1F120		011 1RY54
35	12819	05/30/06	09/27/06	859865	\$ 505.00	CY926818RG1 11	1F120		011 1RY54
35	12819	05/30/06	09/27/06	859866	\$ 934.00	CY405803RG1 11	1F120		011 1RY54
35	12819	05/31/06	09/28/06	880143	\$ 1,065.00	CY482197RG1 11	1F120		011 1RY54
35	12819	05/31/06	09/28/06	880144	\$ 689.00	CY830655RG1 11	1F120		011 1RY54
35	12819	05/31/06	09/28/06	880145	\$ 424.00	CY754990RG1 11	1F120		011 1RY54
35	12819	05/31/06	09/28/06	880146	\$ 108.00	CY657469RG1 11	1F120		011 1RY54
35	12819	05/31/06	09/28/06	880147	\$ 694.00	CY666781RG1 11	1F120		011 1RY54
35	12819	06/15/06	10/13/06	014845	\$ 259.00	CY700951RG1 11	1F120		011 1RY54
35	12819	06/20/06	10/18/06	045484	\$ 209.00	CY810424RG1 11	1F120		011 1RY54
35	12819	06/29/06	10/27/06	122677	\$ 796.00	CY819352RG1 11	1F120		011 1RY54
35	12819	06/29/06	10/27/06	122678	\$ 495.00	CY819204RG1 11	1F120		011 1RY54
35	12819	06/29/06	10/27/06	122679	\$ 225.00	CY885408RG1 11	1F120		011 1RY54

12-18-07

OP	CCODE	INVDAT	DUE DATE	INVNUM	AMOUNT	REFERENCE NUM	TERM	CC	CTRL ACT
35	12819	07/06/06	11/03/06	173182	\$ 225.00	CY823898RG1 11	1F120		011 1RY54
35	12819	07/11/06	11/08/06	215134	\$ 218.00	CY510398RG1 11	1F120		011 1RY54
35	12819	07/19/06	11/16/06	295587	\$ 792.00	CY532749RG1 11	1F120		011 1RY54
35	12819	07/26/06	11/23/06	355750	\$ 1,333.00	CY464954RG1 11	1F120		011 1RY54
35	12819	08/02/06	11/30/06	417581	\$ 203.00	CY963700RG1 11	1F120		011 1RY54
35	12819	08/11/06	12/09/06	499606	\$ 203.00	CY573351RG1 11	1F120		011 1RY54
35	12819	08/15/06	12/13/06	522096	\$ 637.00	CY349428RG1 11	1F120		011 1RY54
35	12819	08/15/06	12/13/06	522097	\$ 1,918.00	CY482201RG1 11	1F120		011 1RY54
35	12819	08/15/06	12/13/06	522098	\$ 264.00	CY669416RG1 11	1F120		011 1RY54
35	12819	08/28/06	12/26/06	628125	\$ 239.00	CY801908RG1 11	1F120		011 1RY54
35	12819	08/28/06	12/26/06	628126	\$ 225.00	CY337605RG1 11	1F120		011 1RY54
35	12819	08/28/06	12/26/06	628127	\$ 1,481.00	CY601039RG1 11	1F120		011 1RY54
35	12819	08/28/06	02/16/07	628128	\$ 438.00	CY926825RG1 11	1M0216		011 1RY54
35	12819	08/28/06	12/26/06	628129	\$ 991.00	CY763230RG1 11	1F120		011 1RY54
35	12819	08/28/06	12/26/06	628130	\$ 1,450.00	CY516399RG1 11	1F120		011 1RY54
35	12819	08/28/06	12/26/06	628131	\$ 2,023.00	CY577602RG1 11	1F120		011 1RY54
35	12819	08/28/06	12/26/06	628132	\$ 1,481.00	CY560153RG1 11	1F120		011 1RY54
35	12819	08/28/06	12/26/06	628133	\$ 703.00	CY398573RG1 11	1F120		011 1RY54
35	12819	08/28/06	12/26/06	628134	\$ 223.00	CY673762RG1 11	1F120		011 1RY54
35	12819	08/29/06	12/27/06	640359	\$ 170.00	CY714296RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686943	\$ 5,784.00	CY910417RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686944	\$ 505.00	CY841499RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686945	\$ 274.00	CY728587RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686946	\$ 205.00	CY810428RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686947	\$ 223.00	CY893412RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686948	\$ 1,929.00	CY912599RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686949	\$ 1,229.00	CY963699RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686950	\$ 203.00	CY963699RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686951	\$ 32.00	CY683479RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686952	\$ 751.00	CY971064RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686953	\$ 225.00	CY971065RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686954	\$ 203.00	CY543673RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686955	\$ 955.00	CY755216RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686956	\$ 223.00	CY771689RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686957	\$ 215.00	CY724729RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686958	\$ 751.00	CY461254RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686959	\$ 620.00	CY772314RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686961	\$ 796.00	CY904953RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686962	\$ 688.00	CY754999RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686963	\$ 933.00	CY551791RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686964	\$ 705.00	CY828468RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686965	\$ 429.00	CY952974RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686966	\$ 730.00	CY374607RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686967	\$ 1,077.00	CY629939RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686969	\$ 558.00	CY901039RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686970	\$ 274.00	CY843707RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686971	\$ 1,450.00	CY358149RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686972	\$ 185.00	CY754995RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686973	\$ 1,195.00	CY417949RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686974	\$ 730.00	CY681697RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686975	\$ 311.00	CY390647RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686976	\$ 730.00	CY333511RG1 11	1F120		011 1RY54
35	12819	09/05/06	01/03/07	686977	\$ 710.00	CY849832RG1 11	1F120		011 1RY54
35	12819	09/07/06	01/05/07	716898	\$ 225.00	CY953110RG1 11	1F120		011 1RY54
35	12819	09/14/06	01/12/07	785390	\$ 990.00	CY754856RG1 11	1F120		011 1RY54
35	12819	09/14/06	01/12/07	785391	\$ 1,696.00	CY197112RG3 11	1F120		011 1RY54

12-18-07

OP	CCODE	INVDAT	DUE DATE	INVNUM	AMOUNT	REFERENCE NUM	TERM	CC	CTRL ACT
35	12819	09/14/06	01/12/07	785392	\$ 1,435.00	CY197117RG3 11	1F120		011 1RY54
35	12819	09/14/06	01/12/07	785393	\$ 669.00	CY198356RG3 11	1F120		011 1RY54
35	12819	09/14/06	01/12/07	785394	\$ 990.00	CY197119RG3 11	1F120		011 1RY54
35	12819	09/18/06	01/16/07	807790	\$ 579.00	CY017251RG1 11	1F120		011 1RY54
35	12819	09/18/06	01/16/07	807791	\$ 210.00	CY666780RG1 11	1F120		011 1RY54
35	12819	10/13/06	02/10/07	016937	\$ 678.00	11	1F120		011 1RY54
35	12819	11/16/06	03/16/07	280398	\$ 390.00	CY197109RG3 11	1F120		011 1RY54
35	12819	11/28/06	03/28/07	367365	\$ 1,375.54	CY850042RG1 11	1F120		011 1RY54
35	12819	12/05/06	04/04/07	434518	\$ 179.00	CY215851RG1 11	1F120		011 1RY54
35	12819	12/08/06	04/07/07	470463	\$ 1,874.00	CY927804RG1 11	1F120		011 1RY54
35	12819	12/14/06	04/13/07	513485	\$ 170.00	CY034918RG1 11	1F120		011 1RY54
35	12819	12/15/06	04/14/07	525226	\$ 210.00	CY703190RG1 11	1F120		011 1RY54
35	12819	12/15/06	04/14/07	525227	\$ 389.00	CY612785RG1 11	1F120		011 1RY54
35	12819	12/29/06	04/28/07	624655	\$ 210.00	CY666627RG1 11	1F120		011 1RY54
35	12819	01/03/07	05/03/07	647611	\$ 628.00	CY815767RG1 11	1F120		011 1RY54
35	12819	01/16/07	05/16/07	745578	\$ 381.00	CY198344RG3 11	1F120		011 1RY54
35	12819	01/30/07	05/30/07	867635	\$ 514.22	CY689950RG1 11	1F120		011 1RY54
35	12819	04/24/07	08/22/07	564549	\$ 1,140.00	CY919386RG1 11	1F120		011 1RY54
35	12819	04/24/07	08/22/07	564550	\$ 595.00	CY572973RG1 11	1F120		011 1RY54
35	12819	04/27/07	08/25/07	600029	\$ 569.00	CY036044RG1 11	1F120		011 1RY54
35	12819	04/27/07	08/25/07	600030	\$ 351.00	CY670428RG1 11	1F120		011 1RY54
					\$ 180,059.40				